

**SERIAL 11079 RFP TRAINING & TECHNICAL ASSISTANCE & PROFESSIONAL SUPPORT SERVICES Contract - Southwest Human Development**

**DATE OF LAST REVISION: October 2, 2014 CONTRACT END DATE: September 30, 2017**

**CONTRACT PERIOD THROUGH SEPTEMBER 30, 2014 2017**

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for **TRAINING & TECHNICAL ASSISTANCE & PROFESSIONAL SUPPORT SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 28, 2011 (Eff. 10/01/11)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

JM/at  
Attach

Copy to: Office of Procurement Services  
Alecia Jackson, Human Services



## CONTRACT PURSUANT TO RFP

SERIAL 11079 -RFP

This Contract is entered into this 28th day of September, 2011 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and **Southwest Human Development**, an Arizona Corporation (“Contractor”) for the purchase of professional and technical training services for the zero to five head start programs. .

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 1<sup>st</sup> day of October, 2011 and ending the 30th day of September, ~~2014~~ **2017**.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three\_(3) years, (or at the County’s sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

Any request for a fee adjustments must be submitted sixty (60) days prior to the current Contract annual anniversary.. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit “A.”
- 3.2 Payment shall be made upon the County’s receipt of a properly completed invoice.

#### 3.3 INVOICES:

- 3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date

- Payment terms
- Date of service/training or delivery
- Description of service provided
- Pricing per unit/hour of service
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site ([www.maricopa.gov/finance/vendors](http://www.maricopa.gov/finance/vendors)).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

#### 4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

#### 5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

#### 6.0 TERMS and CONDITIONS:

##### 6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

**6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.**

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

~~6.2.9 Automobile Liability.~~

~~Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.~~

~~6.2.10 Workers' Compensation.~~

~~6.2.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)~~

~~6.2.10.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.~~

7.0 **MINIMUM SCOPE AND LIMITS OF INSURANCE:**

Contractor shall provide coverage with limits of liability not less than those stated below.

7.1 **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$2,000,000
- Damage to Rented Premises \$ 100,000
- Each Occurrence \$2,000,000

- The policy *shall include coverage for sexual abuse and molestation. This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit, or provided by separate endorsement with its own limits, or provided as separate coverage included with the professional liability.*
- *Contractor must provide the following statement on their Certificate(s) of Insurance as provided for in Part E: "Sexual Abuse/Molestation coverage is included." Policies/certificates stating that "Sexual Abuse/Molestation coverage is not excluded" do not meet this requirement.*
- The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *"Maricopa County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the **"Maricopa County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees"** for losses arising from work performed by or on behalf of the Contractor.

7.2 **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *“Maricopa County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- Policy shall *contain* a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the **“Maricopa County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.
- Policy *shall* contain a *severability* of interests provision.

7.3 **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$1,000,000
  - Disease – Each Employee \$1,000,000
  - Disease – Policy Limit \$1,000,000

7.3.1 Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the **“Maricopa County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

7.3.2 This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt **under** A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

7.4 **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

7.4.1 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

7.4.2 The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

7.4.3 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive coverage date shall be no

later than the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. (primarily for Healthcare related contracts)

7.5 Certificates of Insurance.

7.5.1 **Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

7.5.2 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

7.5.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

7.6 Cancellation and Expiration Notice.

7.6.1 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

7.7 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

7.8 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

7.9 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:  
Southwest Human Development  
2850 N. 24<sup>th</sup> Street  
Phoenix, Arizona 85008

**7.10 REQUIREMENTS ONTRACT:**

7.10.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

7.10.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

7.10.3 Purchase orders will be cancelled in writing.

**7.11 TERMINATION FOR CONVENIENCE:**

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**7.12 TERMINATION FOR DEFAULT:**

7.12.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

7.12.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

7.12.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

7.12.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**7.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**7.14 OFFSET FOR DAMAGES:**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**7.15 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**7.16 RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

**7.17 INFLUENCE**

**As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.**

**An attempt to influence includes, but is not limited to:**

**7.17.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**

**7.17.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

**If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.**

**7.18 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**7.19 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

7.20 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

7.21 ALTERNATIVE DISPUTE RESOLUTION:

7.21.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

7.21.1.1 Render a decision;

7.21.1.2 Notify the parties that the exhibits are available for retrieval; and

7.21.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

7.21.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

7.21.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

7.22 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

7.23 RIGHTS IN DATA:

The County shall own and have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

7.24 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

7.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

7.25.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

7.25.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~7.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~7.26.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~7.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to:~~

~~suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

7.27 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

7.28 CONTRACTOR LICENSE REQUIREMENT:

7.28.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

7.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

7.29 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

7.29.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

7.29.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

7.29.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

7.29.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

7.29.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

7.29.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

7.29.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

7.30 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

7.31 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

7.32 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

7.33 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

7.33.1 Exhibit A, Pricing;

7.33.2 Exhibit B, Scope of Work;

7.33.3 Exhibit C, Office of Procurement Services Contractor Travel and Per Diem Policy.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

Ginger Ward  
AUTHORIZED SIGNATURE

GINGER WARD, CEO  
PRINTED NAME AND TITLE

2850 N. 24<sup>TH</sup> ST PAX 85008  
ADDRESS

Sept 25, 2011  
DATE

**MARICOPA COUNTY**

[Signature]  
CHAIRMAN, BOARD OF SUPERVISORS

OCT 19 2011  
DATE

**ATTESTED:**

[Signature]  
CLERK OF THE BOARD 092811

OCT 19 2011  
DATE

**APPROVED AS TO FORM:**

[Signature]  
LEGAL COUNSEL

Oct 19 2011

**EXHIBIT A  
PRICING**

SERIAL 11079 -RFP  
 NIGP CODE: 91838  
 COMPANY NAME: Southwest Human Development  
 DOING BUSINESS AS (DBA) NAME: \_\_\_\_\_  
 MAILING ADDRESS: 2850 N. 24th St. Phoenix, AZ 85008  
 \_\_\_\_\_  
 REMIT TO ADDRESS: 2850 N. 24th St. Phoenix, AZ 85008  
 \_\_\_\_\_  
 TELEPHONE NUMBER: (602) 266-5976  
 FACSIMILE NUMBER: (602) 274-8952  
 WEB SITE: [www.swhd.org](http://www.swhd.org)  
 REPRESENTATIVE NAME: Alan Taylor, Director of Training  
 REPRESENTATIVE PHONE NUMBER: (602) 266-5976  
 REPRESENTATIVE E-MAIL: [ataylor@swhd.org](mailto:ataylor@swhd.org)

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[X]
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FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document)	%	OF TOTAL BID AMOUNT
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PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.  
 PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> NET 10 DAYS            | <input type="checkbox"/> NET 45 DAYS            | <input type="checkbox"/> 1% 10 DAYS NET 30 DAYS |
| <input type="checkbox"/> NET 15 DAYS            | <input type="checkbox"/> NET 60 DAYS            | <input type="checkbox"/> 2% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 20 DAYS            | <input type="checkbox"/> NET 90 DAYS            | <input type="checkbox"/> 1% 30 DAYS NET 31 DAYS |
| <input checked="" type="checkbox"/> NET 30 DAYS | <input type="checkbox"/> 2% 10 DAYS NET 30 DAYS | <input type="checkbox"/> 5% 30 DAYS NET 31 DAYS |

**1.0 PRICING:**

ITEM DESCRIPTION 5.1 Training/Consultation - \$75 - \$235 per hour depending on trainer/consultant  
 ITEM DESCRIPTION 5.2  
 ITEM DESCRIPTION 5.3  
 ITEM DESCRIPTION 5.4

## **EXHIBIT B**

### **SCOPE OF SERVICES**

Southwest Human Development has a proven track record as a leader in high-quality early childhood services and professional development. We are pleased to have this opportunity to provide training, technical assistance and professional support services to the Maricopa County Head Start Zero-Five Program on a wide range of topics. We are confident that we can provide valuable consultation and training on these items taken from the scope of work:

- Infant and toddler growth and development
- Early education
- Early childhood education and language acquisition (examples: dialogic reading, scaffolding conversations, developmentally appropriate practices, gross/fine motor skills, cognitive reasoning, math, science, outdoor play, dramatic play, and supplemental curriculum programs such as music and movement, language and literacy, and art)
- Social and emotional development
- Infant, toddler, preschool and family mental health
- Parenting skills
- English language learning
- Child health and safety regulations
- Nutrition education and prevention of childhood obesity
- Services to children with disabilities and IEPs or IFSPs
- Family and community partnerships
- Parent engagement and male involvement
- Family support services
- Eligibility, recruitment, selection, enrollment and attendance (ERSEA)
- Program governance
- Grant writing
- Self assessment
- Monitoring, including expertise in legal counsel related to OHS federal reviews
- Human resources, including supporting teachers/staff in meeting required teacher qualifications
- Supervision and management consultation
- Reflective supervision
- Team building
- Leadership training and support
- Customized training programs designed for specific program needs

#### **Training Services and Methods**

##### **Training Expertise**

Southwest Human Development offers nationally recognized education and training programs to professionals and organizations working with young children. We have been a primary resource in the provision of training and technical assistance in the region for over two decades, and are also active in providing trainings nationally and internationally. In addition, we also provide a high level of internal training and technical assistance to our own agency staff on an ongoing basis. This training is provided via specific departmental training activities, monthly new employee orientations, intra-departmental consultation, new managers' trainings, leadership team trainings, and the twice yearly all-day agency seminar.

The Training Department, under the direction of Alan Taylor, has been responsible for the design and delivery of numerous training and technical assistance projects related to improving the quality of child care programs in Arizona, including professional development for early childhood teachers and center directors and support for children with special needs. These include the Early Education Emergent Leader Program, the Maricopa County Early Care and Education Training Consortium, and Child Care Libraries for Language and Literacy. SWHD is part of the Coaching and Incentive Collaboration, which is working to implement the First Things First Quality First! Coaching and Incentives Initiative. The agency also provides assessment services through the First Things First Quality First! Initiative. Finally, SWHD currently has contracts with Maricopa County Early Head Start and City of Phoenix Early Head Start to provide consultation, training, and technical assistance in the areas of child development and mental health.

### Adult Learning Philosophy

At SWHD, we are well-versed in the principles of adult learning, and understand the need to individualize training, consultation and technical assistance to the specific audience or recipients. We believe that for training and technical assistance to be effective, it must be grounded in the most current research, take into consideration the skills, knowledge and expertise of the participants, and provide opportunities to plan for the application of key concepts into everyday practice in the work setting.

The agency is committed to training that is engaging and applicable to everyday work with children and families. Each training opportunity will utilize an interactive approach which offers participants an opportunity to reflect on their work. Key elements include group participation, discussion of real-life problems, and implementation of ideas learned during the training experience. Our trainers have experience preparing and delivering formal didactic presentations, interactive group activities, guided discussions, various types of role-play activities, case discussions, demonstrations, and video observations. Trainings will be augmented through the use of videotapes, presentation slides, and handouts.

We have adopted a “performance-centered” approach in which formal didactic instruction is minimized, and the primary focus is on problem-solving related to the specific needs of the target classrooms. Through this performance-centered lens, our strategies for teaching providers are based on recommendations from the 2000 National Research Council’s *How People Learn* (<http://www.nap.edu/openbook.php?isbn=0309070368>) as the foundation for providing teaching and learning opportunities. These recommendations are the research base for adult learning and include (a) acknowledgment of learners’ pre-existing knowledge, values, beliefs, and experiences; (b) provision of in-depth and multiple exemplars of targeted practices, and (c) integration of reflective learning opportunities through encouragement of ongoing reflection of practices. Other key concepts include the importance of dialogue, providing a supportive atmosphere, and the encouragement of cooperative communication. Our training workshops are structured around a cycle of learning including experiencing, reflecting, generalizing, and applying (National Research Council 2000).

### Modes of Service Delivery

Southwest Human Development has decades of experience delivering, designing and evaluating workshops, seminars and conferences. We deliver our training, consultation, technical assistance and professional support services in a variety of modalities, and are prepared to utilize any or all of these modes of service delivery in our work with MCHSZFP. We are able to deliver on-site training, coaching, consultation and planning, either in our state of the art training spaces or another site as determined by MCHSZFP. Our staff is comfortable with a variety of training approaches including formal presentation of key content and themes, case study discussions, video review, observations, one-on-one or small group mentoring, and open discussion. Our training and consultation reflect the core principles of effective adult learning – they are real-life and problem centered, interactive, and experience-based, and include dialogue in a supportive atmosphere with encouragement for cooperative communication.

### Potential for College Credit or Continuing Education Credits

SWHD has several successful partnerships with community colleges which give us the opportunity to attach college credits to certain professional development opportunities. The Southwest Human Development and Maricopa County Early Care and Education Training Consortium offers high-quality training and technical assistance at no cost to providers of ADHS licensed and DES/Child Care Administration (CCA) certified child care centers and homes throughout Maricopa County that serve primarily at-risk children. Southwest Human Development serves as the lead agency for the Training Consortium by providing program oversight. We work in collaboration with Paradise Valley Community College, Mesa Community College, Summa Associates – a Division of Children’s Choice, the Arizona Child Care Association, and the Association for Supportive Child Care. In collaboration with Paradise Community College (PVCC) and Mesa Community College, SWHD staff serve as adjunct faculty and provide community based coursework for early care and education practitioners allowing them to work towards attaining a Child Development Associate (CDA) or college credits towards an Associate of Applied Science (AAS).

Through this partnership with Paradise Valley Community College, SWHD has been able to offer college credit or CEUs for certain training programs. PVCC and SWHD are partners in the Early Education Emerging Leaders Program which, since its inception in 2004, has engaged more than 130 early childhood professionals who work in a variety of early childhood settings throughout Arizona. As part of the Emergent Leaders program, PVCC has offered several conferences linked to college credits. In another successful partnership, SWHD and PVCC have partnered to provide Child Development Associate (CDA) credential training to DES contracted family child care providers and staff at DES contracted centers. College credit is offered for each of the trainings through Paradise Valley Community College. The trainings are held off campus in local early care and education centers and on-campus in the PVCC library and computer center as well as the Early Childhood classroom and Children’s Center.

Types of Training and Programs (and outcomes that substantiate the use of proposed curricula)

SWHD has a long history of designing, implementing and evaluating training programs and services that are customized to the unique needs of the individuals and organizations we serve. These include the Early Education Emergent Leader Program, the Maricopa County Early Care and Education Training Consortium and Child Care Libraries for Language and Literacy.

In addition to these original training programs, we often use existing training curricula as a starting off point, helping structure our trainings, while constantly evolving our training methodology to incorporate the newest and most promising evidence from the field.

Examples of research-based training curricula which we might draw from include:

- The **Hanen Learning Language and Loving It** curriculum helps early childhood educators increase peer interaction and social and language development among the children they teach. It is delivered in an in-service modality. The Hanen approach stresses the importance of caregivers becoming aware of each child's communicative intent, following their attentional lead, and being less directive. Caregivers are taught to "observe, wait, and listen." They are also taught interaction-promoting behaviors, and language modeling techniques which can be embedded in daily routines, and which facilitate social communication. An important part of all Hanen programs is giving caregivers the opportunity to review and discuss videotapes of themselves as they interact with the target child.

An evaluation by Girolametto, Weitzman and Greenberg (2006) found that the program effectively improves teachers' language facilitation strategies and ability to support peer interaction. Typically developing children in the study demonstrated increased talkativeness, a more diverse vocabulary, and increased peer interactions.

- **Zero to Three's Cradling Literacy: Building Teachers' Skills to Nurture Early Language and Literacy from Birth to Five** curriculum supports early childhood teachers and family child care providers in understanding early language and literacy in the context of a young child's social and emotional development. Issues of family and culture as they relate to early learning, language and literacy are addressed. Training participants learn useful approaches that can be integrated into any classroom-based curriculum or early literacy and language program. The curriculum consists of 12 2-hour training sessions, organized within four modules. Included with the package are session outlines, PowerPoint presentations, participant hand-outs, video vignettes, and a list of recommended children's books tied to learning objectives.

An independent evaluation of an 18- month implementation of Cradling Literacy in Alexandria, VA found that participating programs and providers had significant increases in the Early Language and Literacy Classroom Observation Checklist (ELLCO), and on the Arnett Caregiver Interaction Scale. Children enrolled in the intervention classrooms had significant positive gains in the Peabody Picture Vocabulary Test-III as compared to the comparison group, and exceeded performance targets on the Get Ready to Read Screening Tool.

We are also able to train on a variety of assessment tools, including the Partners in Parenting Education (PIPE), Portage *Growing: Birth to Three*; DECA Infant Toddler; and Center on the Social Emotional Foundations of Early Learning (CSEFEL) materials.

Books, Texts, Workbooks, and Multimedia

While we do not produce or sell our own books or materials, as an agency with more than 25 years of experience we enjoy collaborative relationships with many of the best respected organizations in the early childhood field, including Zero to Three, the American Speech-Language and Hearing Association, the Harris Mental Health Program Network, the Erickson Institute's Fussy Baby program, the Bounce Learning Network, the Birth to Five Policy Alliance, the Health and Human Services Head Start Bureau, Reading is Fundamental, Reach Out and Read, Raising A Reader and Healthy Families. Through these and other relationships, we are aware of the latest books, research articles and other materials, and will draw on these resources in the provision of training, consultation and professional support.

**EXHIBIT C****OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): [www.gsa.gov](http://www.gsa.gov)
  - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
  - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
  - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
  - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
  - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
  - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
  - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
  - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
  - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
  - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.
- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

**SOUTHWEST HUMAN DEVELOPMENT, 2850 N. 24<sup>TH</sup> STREET, PHOENIX, AZ 85008**

PRICING SHEET: NIGP CODE 9183806, 91838

Vendor Number: 2011000037 0

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2014 2017.**